

**EXHIBIT "B"**

AGREEMENTS BETWEEN THE  
**SOUTH ATLANTIC EMPLOYERS'**  
**NEGOTIATING COMMITTEE**  
AND THE  
**SOUTH ATLANTIC & GULF COAST DISTRICT**  
OF THE  
**INTERNATIONAL LONGSHOREMEN'S**  
**ASSOCIATION**

Longshoremen's Agreement  
Clerks & Checkers Agreement

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Expiring September 30, 2010

(b) On cargo to be discharged from ships, that point or place in the pier or wharf area or in the transit shed within the ship's berth where cargo is placed upon completion of discharge from ships.

(c) On cargo other than bulk commodities landed directly from the vessel to trucks or rail cars for movements only within the terminal area to ground storage, the point of rest is that point within the terminal area where the cargo is grounded.

13.(B)(1) The Employer shall give due regard to the following factors:

1. Protecting the safety and health of all personnel employed in the operation.
2. Regulating stevedoring operations to best accomplish the safe, efficient and orderly movement of cargo.
3. Utilizing modern methods and equipment in the interest of avoiding unnecessary manual labor. Where this is implemented with the result that there will be a change in the operations the Employer will discuss his intentions in advance with the Union to enable both parties to agree on the most efficient operation.
4. Making the best use of skilled manpower in the light of the above consideration.

It is distinctly understood and agreed that the Union has the privilege of bringing to the attention of each Employer any practices which the Union feels are not in accord with the spirit of the foregoing. The Employers hereby agree to promptly investigate and give careful consideration to all suggestions and recommendations from the Union in the light of the objectives set forth above. If such procedure still fails to satisfactorily dispose of any such questions, they shall be resolved through the arbitration procedure set forth in Clause 15.

13.(C) Each Employer shall give preference in employment to the gangs which work regularly for him and agrees to divide his work as fairly as possible among such regular gangs in accordance with local custom.

When employing extra gangs the Employer is to choose the gang best qualified from those available, but is to give due consideration to suggestion from the Union. When it becomes necessary for the Employer to make a change in Gang Foremen he must consult with the Union at least one week prior to his selection. It is incumbent on the Employer to consider the Union's suggestions, and to make every effort to designate a person who is agreeable to both parties.

**13.(D)(1)** Where hardship is claimed by Union and/or Management because of unreasonable or burdensome conditions or where work methods or operations materially change in the future, the problem shall first be discussed between the Local and Management involved. In the event an agreement cannot be reached, either party may refer the dispute to the Joint Negotiating Committee and if the matter cannot be resolved by that Committee, either party may then refer the question to an arbitrator in accordance with the procedure set forth in Clause 15(B).

**13.(D)(2)** There shall be no interference with the Employer's right to shift personnel from hatch to hatch, ship to ship, dock to ship or ship to dock so long as the number of employees shifted from any gang does not reduce the Gang structure below the minimum required as determined by the class of cargo being handled by the gang. In no event shall employees be shifted from any gang for the purpose of opening, closing and rigging a hatch to which the entire gang has not been assigned.

The Employer also reserves the right to hire and discharge. It is recognized that the Employer has the right to utilize personnel in any combination of job classification for which they are qualified, providing that they receive the pay rate of the highest job classification in which they are employed during their work shift.

**13.(E)** Neither party shall uphold incompetency, shirking of work, insubordination or the use of abusive language and personnel guilty of these offenses shall be dealt with as circumstances require.

Persons guilty of misconduct offenses shall be dealt with as follows:

and/or Hiring Hall procedures, by a committee or arbitrator as provided under the grievance and arbitration procedures of this Agreement, or by a court of law or a governmental agency of competent jurisdiction.

Personnel suspended as a result of misconduct shall lose seniority for the period of the suspension. Should any of the misconduct offenses occur in the Hiring Hall areas, it shall carry the same penalty as occurring at the work sites, and a committee of duly appointed or elected persons who work under the terms and conditions of this Collective Bargaining Agreement shall judge the guilt or innocence of persons charged with misconduct in the Hiring Hall area.

**13.(F)** The Management of the Employer's business and the direction of the work force in the operation of the business are exclusively vested in the Employer as functions of Management.

Except as specifically provided in this Agreement, all of the rights, powers and authority Employer had prior to signing of this Agreement are retained by Employer.

**14.** Seniority rules shall be decided and enforced on a local level.

**15.(A)(1)** During the term of this Agreement, the Employer agrees that there shall be no lockouts of the members of the Union and the Union agrees there shall not be any strike of any kind or degree whatsoever, walkout, suspension of work, curtailment or limitation of production, slowdown, or any other interference or stoppage, total or partial, of the Employer's operation for any causes whatsoever; such causes including but not limited to unfair labor practices by the Employer or violation of this Agreement. The right of employees not to cross a bona fide picket line is recognized by the Employer. The Union shall not be financially responsible for strikes or walkouts not authorized or assented to by the Union.

**15.(A)(2)** If the Administrator of any fund established under the terms of this Agreement determines that an Employer is delinquent in paying the requisite assessments, contributions, royalties or other required payments to the fund when due, he shall immediately notify the Union party hereto